

2057

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE TOWNSHIP OF MONTGOMERY
AND COMMUNICATION WORKERS OF AMERICA, LOCAL 1032
EFFECTIVE JANUARY 1, 1991 THROUGH DECEMBER 31, 1992

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AGREEMENT

This Agreement is entered into on this 5th day of December 1991 by and between COMMUNICATION WORKERS OF AMERICA, LOCAL 1032, hereinafter referred to as the "Union"; and the TOWNSHIP OF MONTGOMERY, hereinafter referred to as "Employer".

ARTICLE I - RECOGNITION

The employees covered by this agreement, hereinafter referred to as the "Employees", shall be all clericals, dispatchers and Public Safety Technicians employed by Montgomery Township in the Police Department.

Excluded from the agreement and the Union are: all other employees, all employees represented by other negotiations units, police, fire, craft, professional employees, managerial executives, confidentials, supervisors within the meaning of the Act, Senior Secretary.

The Township of Montgomery hereinafter, referred to as the Employer, recognizes the Communications Workers of America, AFL-CIO, hereinafter referred to as the Union, as the sole collective bargaining agent for all the employees covered by this agreement as specified above and agrees to negotiate only with the Union with respect to wages, hours of work, holidays, benefits and all other terms and conditions of employment.

ARTICLE II - REPRESENTATION LISTS

The union agrees to furnish the employer with written lists of officials and representatives (Shop Stewards). The union has the sole right and discretion to designate stewards and to specify their responsibilities and authority regarding the conduct of union business within the terms and conditions of this agreement.

ARTICLE III - NON DISCRIMINATION

The Township and the CWA agree that there will be no discrimination against any employee because of union membership or non-membership, or legal union activity permitted herein.

ARTICLE IV - AGENCY SHOP

The Union agrees to comply with the provisions of N.J.S.A. 34:13A-5.5, N.J.A.C. 19:17-3 and 19:17-4 with respect to the payment of representation fees in lieu of dues by non-member employees.

ARTICLE V - DUES DEDUCTIONS

The Township agrees to deduct from the wages or salaries of the union members subject to this agreement, dues for the union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9(e) as amended. Said monies together with records of any corrections shall be transmitted to the union office by the 15th day of each month following the pay period in which deductions were made.

The amount of dues will be certified to the Township by the Secretary Treasurer of the union.

The union will provide the necessary "Check Off Authorization" form, and the union will secure the signatures of its members on the form, and deliver the signed forms to the Finance Director of the Township. Union shall indemnify, defend and save the Township harmless against and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon wage or salary deduction authorization cards, submitted by the union to the Township, or in reliance upon

the official notification on the letterhead of the union and signed by either the President or Secretary Treasurer of the union advising of such changed deduction.

If, during the life of this agreement, there shall be any changes in the rate of membership dues, the union shall furnish to the Township written notice, prior to the effective date of such change, and shall furnish to the Township either a new authorization from each of its members, showing the authorized deduction for each employee, or an official notification on the letterhead of the union, and signed by the President or the Secretary Treasurer of the union, advising of such changed deduction.

ARTICLE VI - UNION TRAINING

The Township agrees to grant the necessary time off for the duly authorized representative of the CWA to attend union training sessions. A duly authorized representative is defined to mean the delegate designated by the CWA as the Shop Steward, or his/her alternate.

It is specifically provided that such permission will be granted if the work load permits, and that at least 10 calendar days advance notice is provided by the Union to the employer. Such training will be at no cost to the Township.

ARTICLE VII - WAGES

- A. Effective July 1, 1991 and July 1, 1992 all employees will be eligible to receive a merit increase under Township policy pursuant to Article VIII in this Agreement.
- B. Effective January 1, 1991 all employees' wages shall be increased by 5%.
- C. Effective January 1, 1992 all employees' wages shall be increased by 4%.

ARTICLE VIII - MERIT INCREASES

- A. The parties agree that beginning with the calendar year 1991, the employer shall have the right to award annual merit increases to members of the bargaining unit in accordance with Township Policy.
- B. Merit increases shall be made in amounts to be established by the employer, and in accordance with standards to be established by the Employer.
- C. Merit increases will be tied to employee performance evaluations. Evaluations will be made by their direct supervisor and approved by the Chief of Police and Township Administrator, on or before July 1st of each year.
- D. All employees in the unit who are assigned the same overall evaluation will receive the same percentage merit increase.
- E. Performance evaluations shall not be subject to the grievance procedure. However, if a member feels that

he/she has been unfairly treated with respect to the provisions of paragraph D of this section, he/she may initiate the grievance procedure up to but not including binding arbitration. In this case and this case alone, if the grievance is not satisfied with the Administrator's decision in Step 3, the grievant may, within 10 working days of the Administrator's decision, appeal in writing to the Township Clerk for consideration of the grievance. The Township Committee shall consider the grievance within 30 days. Its decision shall be final.

ARTICLE IX - UNIFORM MAINTENANCE

- A. Employees covered by this Agreement shall be paid \$275.00, representing reimbursement for clothing maintenance, during the period of January 1, 1991 through November 30, 1991.
- B. Effective December 1, 1991, cleaning and routine repairs of clothing worn on duty by members of the bargaining unit will be provided by a service provided by the Township at no cost to the employee.

ARTICLE IX - UNIFORM MAINTENANCE

- A. Employees covered by this Agreement shall be paid \$250.00, representing reimbursement for clothing maintenance, during the period of January 1, 1991 through October 31, 1991.
- B. Effective November 1, 1991, cleaning and routine repairs of clothing worn on duty by members of the bargaining unit will be provided by a service provided by the Township at no cost to the employee.

ARTICLE X - OVERTIME

It is agreed that there will be no requirement to offer overtime to full time employees before part time employees can work.

ARTICLE XI - HOLIDAYS AND HOLIDAY PAY

All employees in the bargaining unit who work on a shift basis shall be eligible to receive a holiday allowance equal to eight hours of pay at their straight time hourly rate for each of the fourteen (14) holidays listed below, which payment shall be in lieu of being granted any holiday with pay and which payment shall be made on the first payroll period following December 1st of each year. The holidays observed by the Township for this purpose shall be:

New Year's Day

Martin Luther King's Birthday

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

July 4th

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

To qualify for a holiday allowance, an employee must be on the payroll and be working regularly on a shift basis on the date of the holiday's observance.

ARTICLE XII - SICK LEAVE

- A. All permanent full-time employees (as defined in Article XIII) in the unit may receive sick pay for up to twelve (12) working days per year earned at the rate of one (1) day per month. There shall be no limit to the number of unused sick days which may be accumulated.
- B. No permanent full-time employees shall be entitled to sick leave prior to the completion of six (6) months of consecutive service. At the completion of said six (6) months of consecutive service, six (6) days of sick leave will have been accumulated and will be credited to the employee's account.
- C. Sick time allowance is granted only for employee's sickness or injury, not work related, and cannot be taken for any other reason.

The following shall be construed as being allowable as sick days:

- 1) Absence of any employee from duty because of personal illness or injury by reason of which such

employee is unable to perform the usual duties of his/her position.

- 2) Exposure to contagious disease by reason of which such employee is placed under quarantine by a duly constituted health authority.

- D. When absent on sick leave for more than five (5) consecutive working days, an employee shall provide a certified statement from the employee's attending physician indicating what illness he/she was treated for and that he/she is fit to return to work.
- E. The date on which an employee is appointed and starts work for the Township of Montgomery shall govern in determining sick leave benefits.

ARTICLE XIII - VACATIONS

A. Vacations for Full-Time Employees.

Permanent employees who work thirty-five hours per week or more shall be considered permanent full-time employees and shall earn vacation on the basis of the following schedule:

- (1) In the calendar year in which the employee is hired, one day vacation for each month of completed service prior to July 1, up to a maximum of five days.
- (2) Effective on January 1 of the calendar year following the year which the employee is hired, one day vacation for each month of completed service prior to July 1, up to a maximum of 10 days. Should the employee leave the employ of the Township prior to July 1 of that year, pay for vacation days taken which exceed the number of months worked shall be deducted from his final pay check.
- (3) Thereafter up through five years of consecutive service, 10 days
- (4) Six through fifteen years of consecutive service,

ARTICLE XXVIII - COMPREHENSIVE HEALTH

BENEFIT (CAFETERIA) PLAN

The Township shall provide reimbursement of any actual expenditures by an employee on behalf of himself or his dependents for one or more of the following, provided that the expenditures are not eligible for reimbursement through insurance coverage:

1. Dental services
2. Optical services
3. Prescription drugs
4. Premium costs for dental insurance
5. Premium costs for disability insurance
6. Annual physical examinations
7. Premium costs for health maintenance organizations.

The maximum reimbursement for 1991 calendar year shall be \$400.00 and for the 1992 calendar year, \$550.00 per employee. Said reimbursement will be made in accordance with administrative procedures established by the Township.

The employees shall be allowed to carry over unused portions

of their cafeteria plan allowance from year to year up to a maximum of \$1,000.00.

For those members who elect to participate in a group dental plan, the Township will act as paying agent for the plan, using cafeteria plan funds, to which the respective members are entitled, for paying premiums on the dental plan. It is understood that the Township will provide this service only if the premiums for the respective members do not exceed the cafeteria plan allowances to which they are entitled. This service will begin as soon as arrangements can be made.

ARTICLE XXIX - TERMS OF THE AGREEMENT

All terms of this Agreement shall be effective on January 1, 1991 and shall remain in full force and effect until December 31, 1992.

IN WITNESS WHEREOF, the parties have hereunto set their hands by authority of their respective bodies the date and year first above written.

WITNESS:

THE TOWNSHIP OF MONTGOMERY

Jerome Strosky

By: *Joan Blessing*

DATED: December 5, 1991

WITNESS:

COMMUNICATION WORKERS OF
AMERICA, LOCAL 1032

Meredith L. Stengel

By: *Richard J. Jaccardi*
Robin Cook
Tracy Connolly

DATED: December 5, 1991

fifteen days beginning in the year in which the sixth anniversary of employment occurs.

- (5) Sixteen years or more of consecutive service, twenty days beginning in the year in which the sixteenth anniversary of employment occurs.
- (6) Not more than five (5) days of any accrued vacation not taken may be carried over to the following year.
- (7) No employee shall be entitled to vacation leave prior to the completion of six months of regular service.

B. Basis for Vacation Time.

Vacation leave shall be taken on a calendar-year basis, subject to the following:

- (1) Employees other than permanent full-time employees, as defined in A above, shall not be eligible for paid vacation time.
- (2) A person employed before the 15th of the month shall be considered to have been employed for the entire month.
- (3) Vacation time shall be scheduled by the Police Chief or his designee and may only be taken in

units of full days.

- (4) At the time of separation from service, the employee shall be entitled to pay for any full day's vacation accrued and not previously used.
- (5) Employees shall not be paid for vacation time earned and not used during any given year, except at the termination of employment, as set forth in paragraph (4) above.

ARTICLE XIV - ADMINISTRATIVE PERSONAL LEAVE

Employees covered under this Agreement shall be entitled to two (2) days of administrative personal leave of absence with pay in each calendar year. Such leave shall not accrue.

Requests for administrative personal leave must be approved forty-eight (48) hours in advance by the Chief of Police or his/her designee. Such leave may not be taken in conjunction with sick leave or vacation.

ARTICLE XV - JURY DUTY

Any full-time employee shall be granted necessary time off without loss of pay when summoned to perform jury duty as prescribed by law. In no event is an employee to be excused from work for more days than those such duty performed. The employee shall notify the employer immediately of the requirements for this leave and subsequently shall furnish evidence that he/she performed the duty for which the leave was required. In the event that the employee is excused from Jury Duty prior to 12:00 Noon of any day, he/she shall return to work.

ARTICLE XVI - WITNESS TIME

Any appearance by an employee in a civil or criminal case, which requirement arose out of the performance of his/her official duties on behalf of the Township, shall be paid straight time for such appearance if the appearance is required outside of his/her regular schedule and was required by a party other than the Township of Montgomery.

ARTICLE XVII - BEREAVEMENT LEAVE

All full-time regular employees will be allowed the following time off in the case of the death of: Father, Mother, Grandfather, Grandmother, spouse, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law from the day of death until the day of burial inclusive. Exceptions to this rule may be made where the deceased is buried in another city and the employee would be unable to return in time for duty with the leave granted.

For grandchild, uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree, niece or nephew of spouse, an aunt or uncle of spouse, the day of the burial only.

ARTICLE XVIII - MATERNITY LEAVE

Maternity leave is defined as, and is treated by the Township policies on sick leave and Leave Without Pay. Permanent employees who become pregnant are entitled to continue their employment for as long as they are able to perform their duties. Maternity leave may be taken at a time preferred by the employee in conjunction with, and confirmed by written certification from a physician that the employee can no longer perform her normal work duties.

Requests for leave without pay because of maternity shall be processed in the following manner:

1. Employees shall submit a written request for leave without pay as soon as possible, but no later than 60 days prior to the expected last day of work.
2. The Assistant Township Administrator will review the request with the Chief of Police.
3. Pregnant employees, as with other employees with a physical disability, are expected to exhaust vacation,

and sick leave prior to the commencement of leave without pay.

4. Ten working days prior to commencement of the leave of absence without pay employees shall meet with the Assistant Administrator for review of leave status.

Requests for an extension to the initial leave period must be submitted by the employee, in writing, to the Police Chief at least 30 days prior to the date in which the initial leave expires.

ARTICLE XIX - GRIEVANCE PROCEDURE

1. Definitions: A grievance shall be defined as a complaint by an employee that, as to him or her, there has been an inequitable, improper or unjust application, interpretation or violation of this Agreement and/or general practices in effect in the Township of Montgomery.
2. Presentation of Grievance: In the presentation of grievance, the grievant shall have the right to present his/her own appeal or to designate a C.W.A. representative to appear with him/her. There shall be no loss of pay for the time spent in presenting the grievance by the grievant, through the grievance procedure.
3. Steps of Grievance Procedure: The following shall constitute the initial method for the resolving of grievances between the parties covered by this Agreement:

STEP 1: The grievant shall institute action under the

provisions hereof in writing, signed, and delivered to his/her Supervisor within ten (10) working days after he would reasonably be expected to know of the occurrence. Failure to act within ten (10) days shall be deemed to constitute an abandonment of the grievance. The Supervisor shall render a decision, in writing, within five (5) working days after receipt of the grievance.

STEP 2: In the event the Supervisor fails to render a written decision within said five (5) days or if satisfactory settlement has not been reached within said period, the grievant may, in writing file his signed complaint with the Chief of Police within ten (10) working days following the determination in STEP 1. The Chief of Police, or his designee, shall render his decision within ten (10) working days after the receipt of the complaint.

STEP 3: In the event the Chief fails to render a written decision within said ten (10) days or if satisfactory settlement has not been reached within said period, the grievant may, in writing file his signed complaint with the Township Administrator within ten (10) working days following the determination in STEP 2. The Township Administrator, or

his designee shall render his decision within ten (10) working days after the receipt of the complaint. This decision shall be final in all cases except where a violation of this agreement is alleged.

STEP 4: a. Unless otherwise provided for in this agreement, in the case of an alleged violation of the agreement, the grievant, with the approval of the C.W.A., has thirty (30) days in which to request binding arbitration. Should the grievant be dissatisfied with the Township Administrator's decision, the Arbitrator shall be chosen from a panel submitted by the Public Employees Relations Commission and selected in accordance with its provisions. However, no arbitration shall be scheduled sooner than thirty (30) days after the final decision of the Township Administrator. The arbitrator's decision shall be in writing and shall set forth his findings, the facts, reason and conclusion of the issues submitted.

b. The arbitrator shall be bound by the provisions of this AGREEMENT and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to,

modify, detract from or alter in any way the provisions of this AGREEMENT or any amendment or supplement thereto. Said decision will be final and binding on all parties.

- c. The cost for the services of the arbitrator shall be borne equally by the Township and the Union. Any other expense incurred in connection with the arbitrator shall be paid by the party incurring the same. The cost of the transcript, the cost will be borne equally. Time limits under this Article may be changed by mutual agreement, in writing, only.

ARTICLE XX - DISCIPLINE

A five step, progressive system of discipline will normally be used should it be necessary to reprimand or discipline an employee. A permanent employee may be dismissed, suspended or demoted for cause.

The policies and procedures set forth below shall be followed in the discipline of employees:

- A. No record of discipline shall be placed in the personnel file of an employee without the written approval of the Chief of Police. Two continuous years of no disciplinary action being taken will result in deletion from the employee's files of any reference to prior disciplinary action, if the employee so requests in writing.
- B. The employee shall have the right to have the Shop Steward present at any meeting held, subsequent to the administration of discipline, for the purposes of discussing or outlining corrective actions.

C. Normally, the five step procedure will be followed in administering discipline. However, in the case of a major offense, immediate suspension, demotion or dismissal may result. Examples of major offenses are as follows:

- intoxication or drug-induced impairment, or drinking on the job.
- neglect of duty.
- absence without leave or failure to report after authorized leave has expired or after such leave has been disapproved or revoked.
- insubordination or serious breach of discipline.
- endangering the safety of the public, other employees or self.
- purposely damaging equipment or tools.
- fighting on the job.
- fraud, dishonesty, stealing or criminal activity.

D. FIVE STEP PROGRESSIVE DISCIPLINE

At each step of the procedure, the employee will be advised of the following by the supervisor imposing discipline:

- a. The impropriety
- b. Corrective action necessary
- c. Future action that will be taken.

Any misconduct, whether or not similar to prior incidents of misconduct, will be dealt with at the next higher step in the progressive system.

Step 1: ORAL WARNING (by immediate supervisor)

A report thereof shall be made to the Chief of Police who may make a notation of same in the employee's personnel file.

Step 2: WRITTEN WARNING (by immediate supervisor, superior office, or Chief of Police)

- a. Copies submitted to supervisor, personnel file, and Chief of Police.
- b. A meeting of involved parties will be held to discuss corrective action.

Step 3: SUSPENSION (by Chief of Police)

- a. Employee will be suspended from one to three days, without pay, depending on severity of the situation.
- b. A meeting will be held, at the time of suspension, of parties involved so that the seriousness of the situation will be reinforced and corrective action outlined.

Step 4: 5 DAY SUSPENSION OR DEMOTION (by Chief of Police with approval of Township Administrator)

- a. A 5 day suspension without pay will serve as a warning to employee of the seriousness of the offense(s) and that corrective action is needed by the employee if he/she is to continue employment.
- b. A meeting will be held, at the time of suspension, of involved parties, to reinforce the extreme seriousness of the situation and corrective action outlined.

Step 5: DISCHARGE (by Township Administrator)

Shall be in writing stating case and reason for action.

ARTICLE XXI - LAY OFF AND RECALL

1. Lay-Off - Lay-off means the separation of a full-time employee from the position for reasons other than delinquency or misconduct on his part. The employer agrees that employee lay-offs shall be on the basis of seniority within job classification are qualified to perform the required work.
2. Recall - Full-time employees will be recalled to work in the reverse order within job classification in which they were laid off by the employer. Notice of recall will be made by telegram or certified mail to the employee's last home address of record. The employee must provide the employer with any address change while waiting for recall.

Within 24 hours of receiving the notice of recall, the employee shall notify the Township if he intends to return to work, and shall actually return to work within 15 days after receipt of the notice of recall. Failure to respond as herein agreed shall result in loss of seniority, and the employee shall be considered as a voluntary quit.

Employees on lay-off shall be recalled in the inverse order of lay-off provided the employee has the necessary qualifications, skills, and abilities for the work available. The employee shall not hire new employees while there are employees on the recall list qualified to perform the duties of the vacant position, unless such employees on recall refuse to accept such employment. An employee recalled to a classification with a lower salary rate than his previous classification may refuse such position and remain eligible for recall. Recall rights shall be terminated twelve (12) months from the date of lay-off.

ARTICLE XXII - ACCESS TO PERSONNEL FILES

Upon written request, to the Chief of Police, and with reasonable notice, an employee shall have the opportunity to review and examine his/her personnel file. The employer has the right to have such review and examination take place in the presence of a designated official. The employer shall honor the request of any employee for copies of documents in the file.

ARTICLE XXIII - BULLETIN BOARD

The Township agrees to designate one area in the work area of members of the bargaining unit for a union bulletin board for the exclusive use of the union for official union business.

ARTICLE - XXIV - ACCESS TO PREMISES

Union officials and duly authorized representatives (Shop Stewards), whose names and identifications have been previously sent to and acknowledged by the employer, shall be permitted to enter the premises of the employer on union business. Requests for such visits shall be directed, with 48 hours advance notice, to the Chief of Police or his designated agent, together with the time and date of the visit. Access shall be limited to the specific working spaces of the union members. Permission for such visits shall not be unreasonably withheld.

ARTICLE XXV - MILEAGE

In cases where an employee attend an authorized school, course or training session, at the direction of the Chief and/or his designee, the Township shall furnish the employee with transportation between police headquarters and the location of the school, course or session. Since transportation may be furnished in kind or by case reimbursement, and if by case, the reimbursement shall be computed at the rate of \$.25 per mile for the most direct route. Transportation or compensation shall be so furnished only for trips actually made by the employee.

ARTICLE XXVI - LONG TERM DISABILITY

Section 1

Effective January 1, 1991, the employees shall be eligible to participate in the plan of Long Term Disability Insurance provided by the Township at no cost to the employee.

ARTICLE XXVII - DEFERRED COMPENSATION PLAN

Each employee is eligible and may elect to participate in the Deferred Compensation Plan provided by the Township, under the terms and conditions of the Plan.

The effective date of the Deferred Compensation Plan shall be retroactive to January 1, 1991, to the extent permissible by law and regulations.

ARTICLE XXIX - TERMS OF THE AGREEMENT

All terms of this Agreement shall be effective on January 1, 1991 and shall remain in full force and effect until December 31, 1992.

IN WITNESS WHEREOF, the parties have hereunto set their hands by authority of their respective bodies the date and year first above written.

WITNESS:

THE TOWNSHIP OF MONTGOMERY

Glenn Stansky

By: Joan Flesching

DATED: December 5, 1991

WITNESS:

COMMUNICATION WORKERS OF
AMERICA, LOCAL 1032

Meredith L. Stengel

By: Richard D. Daccord
John Cook
Troy Connolly

DATED: December 5, 1991